

WAHOO CITY COUNCIL AGENDA
Tuesday, November 25, 2025 - 7:00 PM
Wahoo Public Library, 637 N Maple St, Wahoo, NE 68066

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and FirstBank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

{{Name: Agenda Item Name}}

Pledge of Allegiance

Announcement of the Open Meetings Act

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

Department head reports

1. City Administrator Melissa Harrell

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the November 13, 2025 minutes of the City Council
3. Approval of claims

Public hearing and associated action items

1. A public hearing regarding an application for a Conditional Use Permit for a pole sign submitted by North River Auto
2. A public hearing regarding an application for a Conditional Use Permit for a electronic message sign submitted by Otte's Amoco.

Community Development Agency

1. Convene as Community Development Agency
2. 250 W 12th Street LLC (a wholly owned subsidiary of JEO Building Company) Office Redevelopment Project - Resolution to issue approval of Redevelopment Plan Amendment, contingent on review by the Planning Commission and final approval by the City Council
3. 250 W 12th Street LLC Office Redevelopment Project - Resolution to issue approval of Redevelopment Agreement, contingent on final approval by the City Council
4. Reconvene as City Council

Action items not requiring a public hearing

1. Approval of Certification of Open Positions for 2026 Election
2. Approval of Parking Plan for Market Suites Apartments.
3. Approval of the second reading of Ordinance No 2488 to adopt additional construction delivery methods including construction design-build, and construction manager at risk, as alternatives to traditional design-bid-build, as allowed by Nebraska Revised Statutes
4. Approval of Resolution 2025-17 declaring items as surplus.

Mayor's comments on items not listed on the agenda

Council Comments on items not listed on the agenda

Adjourn

Upcoming planned meeting dates and agenda deadlines

The Council met in Regular session in the Wahoo Public Library, in compliance with the agenda posted at City Hall, Post Office, and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 PM and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members: Ryan Ideus: Present, Stuart Krejci: Present, Patrick Nagle: Present, Chris Rappl: Absent, Shane Sweet: Absent, Carl Warford: Present.

City Council Member Krejci motioned, City Council Member Ideus seconded to approve the consent agenda which included acceptance of excused absence of Rappl and Sweet, approval of the October 28, 2025, minutes of the City Council, and approval of the following claims:

BEN – Benefits \$14,441.20,
BLD – Baltz, Susan \$400.00, First Interstate Bank \$1,600.00, Heartland Office Cleaners \$1,040.00, Jackson Services \$368.76, K&S Mechanical \$385.00, Prairie Mechanical \$1,520.00,
CEM – Wahoo Concrete \$436.64,
COM – Reditech \$2,130.00,
EDU – NeFSMA \$20.00, Wonderful Life Project \$113.93,
EQU – John Deere \$1,192.56, Kriha \$395.77, Midwest Petroleum \$1,805.67, Sanderson Auctioneers \$2,525.00, Seco Electric \$4,750.00,
LIB – Center Point \$295.51, Cengage \$157.81, Ingram \$763.80, Junior Library Guild \$469.22, Midwest Tape \$518.26, Saunders Co Historical Society \$81.21,
MED – Gaumard \$13,374.02, One Billing Solutions \$4,539.37,
MEM - League of NE Municipalities \$670.00, Nebraska Municipal Clerks Association \$100.00,
MISC – Advanced Design & Construction \$500.00, Dodge County Court \$376.00, Wahoo Area Economic Development \$7,500.00, Wahoo Parks and Rec \$70,000.00,
PAY – Payroll \$107,764.85,
POS – Revolving Fund \$127.65,
PRO – Cline Williams \$322.00, Critical Hire \$25.00, One Call Concepts \$19.10, Ray Planning Solutions \$6,000.00,
STR – Badger Body & truck Equipment \$77.00, Western Sand & Gravel \$442.17,
SUB – Caselle \$1,360.45, PlanIT \$1,000.00,
SUP – Amazon \$881.94, Quill \$318.60, Simons Home Store \$278.17,
UTL – Butler Public Power \$37.07, Charter \$124.98, Verizon \$160.04, Wahoo Utilities \$4,737.84, Waste Connection \$266.13,
VEH – Breunig \$5,444.76, Cuda's Auto & Towing \$1,181.00, O'Reilly \$107.62, Otte Amoco \$1,270.15, Wahoo Auto Parts \$164.09.

Roll call vote Krejci, yes; Ideus, yes; Sweet, absent and not voting; Warford, yes; Rappl, absent and not voting; Nagle, yes. Motion carried.

Lisa Bustad spoke to the council regarding nuisance properties within the city. The Mayor stated that her concerns would go to committee to be reviewed.

Kurt Hohn and Sandra Hohn spoke to the application for rezone that had been previously discussed. Discussion was had about the application and the City's inability to permit spot zoning. Discussion was had about potentially granting grandfathered status to the property to allow for the owners to keep the livestock units that they currently have. City Council Member Warford motioned, City Council Member Ideus seconded table further action. Roll call vote Warford, yes; Ideus, yes; Krejci, yes; Nagle, yes; Rappl, absent and not voting; Sweet, absent and not voting. Motion carried.

City Council Member Krejci motioned, City Council Member Ideus seconded to approve the parking plan for North River Auto. Roll call vote Krejci, yes; Ideus, yes; Sweet, absent and not voting; Warford, yes; Rapp, absent and not voting; Nagle, yes. Motion carried.

Discussion was had regarding the need for angled parking to be indicated on the plans before approval. City Council Member Krejci motioned, City Council Member Nagle seconded table the approval of the parking plan for Market Suites. Roll call vote Krejci, yes; Nagle, yes; Ideus, yes; Sweet, absent and not voting; Warford, yes; Rapp, absent and not voting. Motion carried.

Mike German, 129 E 9th St, had questions and comments about the warranty agreement with K2 for the Wilmer Ridge Paving. He encouraged the Council not to accept the warranty. City Attorney Lausterer spoke to the warranty and that this version of the agreement is the result of months of negotiations between K2 and the City of Waho. City Council Member Warford motioned, City Council Member Krejci seconded to accept the warranty agreement with K2 Construction for the Wilmer Ridge Subdivision paving issue and to authorize the Mayor to sign related documents. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, absent and not voting; Rapp, absent and not voting; Nagle, yes. Motion carried.

City Council Member Ideus motioned, City Council Member Warford seconded to accept the quote provided by Marsh McLennan for health insurance for 2026 through Medica, the quote provided for dental coverage for 2026 through Principal and authorize the City Administrator to sign the necessary application and contract documents. Roll call vote Ideus, yes; Warford, yes; Sweet, absent and not voting; Rapp, absent and not voting; Krejci, yes; Nagle, yes. Motion carried.

City Council Member Warford motioned, City Council Member Krejci seconded to authorize city staff to temporarily change 4th Street between Beech and Linden Street to a one-way eastbound during the Market Suites project construction if there is need. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, absent and not voting; Rapp, absent and not voting; Nagle, yes. Motion carried.

City Council Member Warford motioned, City Council Member Ideus seconded to introduced Ordinance No 2488 adopting additional construction delivery methods. Roll call vote Warford, yes; Ideus, yes; Krejci, yes; Nagle, yes; Rapp, absent and not voting; Sweet, absent and not voting. Motion carried.

City Council Member Warford motioned, City Council Member Ideus seconded to authorize the Mayor to sign contract with Eagleview, in conjunction with Saunders County, for collection of aerial imagery bi-annually for six years. Roll call vote Warford, yes; Ideus, yes; Krejci, yes; Nagle, yes; Rapp, absent and not voting; Sweet, absent and not voting. Motion carried.

The meeting was adjourned at 8:21 pm

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
101-01-550.330 PRINTING & PUBLICATION						
101-01-550.330 PRINTING & PUBLICATION	Wahoo Newspaper	PH - Krumel - PC	3767CEE7-020	11/14/2025	18.94	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Dry Run Commons - PH - PC	3767CEE7-018	10/24/2025	18.94	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	PH - 1677 CO Rd M - CC	3767CEE7-018	09/24/2025	20.19	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 2025 budget	3767CEE7-018	09/26/2025	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 9-23-25	3767CEE7-019	09/26/2025	54.68	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	DTR - RFP (CDBG Project)	3767CEE7-019	10/10/2025	87.73	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 10-14-25	3767CEE7-019	10/16/2025	99.84	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	PH - 1685 Co Rd M - PC	3767CEE7-019	10/17/2025	17.05	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	CUP - North River Auto - PC	3767CEE7-019	10/17/2025	17.05	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	CUP - Otte's Amoco Pole Sign - PC	3767CEE7-019	10/17/2025	17.05	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Minutes 10-28-25	3767CEE7-019	10/30/2025	72.87	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	Blight and Substandard PH - PC	3767CEE7-019	11/15/2025	133.13	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	TIF - Casey's PH - PC	3767CEE7-019	11/05/2025	57.03	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	CUP - Otte's Amoco Pole Sign - PH - CC	3767CEE7-020	11/06/2025	16.42	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	CUP - North River Auto - PH - CC	3767CEE7-020	11/07/2025	17.69	.00
101-01-550.330 PRINTING & PUBLICATION	Wahoo-Waverly-Ashland N	PH Zoning amendment Parking Plan PC	3767CEE7-020	11/14/2025	13.91	.00
Total 101-01-550.330 PRINTING & PUBLICATION:					678.94	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE						
101-01-550.410 EDUCATION & TRAINING EXPENSE	Wonderful Life Project	training	15	11/19/2025	151.90	.00
101-01-550.410 EDUCATION & TRAINING EXPENSE	Wonderful Life Project	training	16	11/19/2025	83.33	.00
Total 101-01-550.410 EDUCATION & TRAINING EXPENSE:					235.23	.00
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Baltz, Susan	2 weeks office cleaning	2NOV25	11/16/2025	400.00	.00
101-01-554.630 BUILDING MAINTENANCE	Chem Tech Pest Solutions	Insect Control at City Hall x3	23446	11/21/2025	230.79	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	city hall mat and towles	5691622	11/18/2025	51.48	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Towel and mop	5696022	11/25/2025	40.52	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					722.79	.00
101-01-923.060 CONSULTANTS - OTHER						
101-01-923.060 CONSULTANTS - OTHER	Wahoo Utilities	Reimbursement of Dave Henke's time infrastructure standards	11012025	11/01/2025	110.00	.00
101-01-923.060 CONSULTANTS - OTHER	Wahoo Utilities	Reimbursement of Dave Henke's time infrastructure standards	111525	01/15/2025	165.00	.00
Total 101-01-923.060 CONSULTANTS - OTHER:					275.00	.00
Total GENERAL FUND:					1,911.96	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Bomgaars	packing tape	27345232	10/16/2025	7.59	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					7.59	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	AT&T Mobility	Department Issued Phones	287360387910	11/11/2025	244.60	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Windstream Corporation	Acct #092209436 - PD Phone service 2 months	NOV212025	11/01/2025	303.41	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					548.01	.00
102-01-550.390 MEMBERSHIP & CERTIF. DUES						
102-01-550.390 MEMBERSHIP & CERTIF. DUES	Police Officers Association	6 POAN full memberships	9107	11/01/2025	180.00	.00
Total 102-01-550.390 MEMBERSHIP & CERTIF. DUES:					180.00	.00
102-01-940.740 STRUCTURES, BLDG & IMPROV.						
102-01-940.740 STRUCTURES, BLDG & IMPROV.	Richard M. Lawver	rekey building at 216 W 3rd Street x3	1463	11/06/2025	81.00	.00
Total 102-01-940.740 STRUCTURES, BLDG & IMPROV.:					81.00	.00
Total POLICE FUND:					816.60	.00
STREET FUND						
103-01-546.110 SALARIES & WAGES						
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	112125	11/15/2025	431.31	.00
Total 103-01-546.110 SALARIES & WAGES:					431.31	.00
103-01-546.215 EMPLOYEE BENEFITS						
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	112125	11/15/2025	32.99	.00
Total 103-01-546.215 EMPLOYEE BENEFITS:					32.99	.00
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	shop supplies	27345214	10/16/2025	68.96	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	shop supplies	27349988	10/30/2025	110.62	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	coupler parts	27351574	11/03/2025	106.96	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	ratchet straps and sprayer	27351881	11/04/2025	241.74	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	bar and chains for pole saw	27352633	11/06/2025	186.54	.00
103-01-550.310 MATERIALS & SUPPLIES	Bomgaars	lights for breakroom and zip ties	27355356	11/14/2025	102.95	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					817.77	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Charter Communications	Acct #156543701 Street Dept internet	156543701111	11/14/2025	150.00	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					150.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
103-01-550.380 TOOLS						
103-01-550.380 TOOLS	Wahoo Auto Parts LLC	socket for truck marker light	5398-312475	11/12/2025	15.27	.00
103-01-550.380 TOOLS	Wahoo Auto Parts LLC	grommet pack	5398-312876	11/12/2025	3.60	.00
Total 103-01-550.380 TOOLS:					18.87	.00
103-01-550.500 UNIFORMS						
103-01-550.500 UNIFORMS	Rivalry	screen printing x 2 - Bill	CWSS10	10/09/2025	10.00	.00
103-01-550.500 UNIFORMS	Rivalry	Screen Printing - T Berthelsen	CWSS11	10/24/2025	5.00	.00
103-01-550.500 UNIFORMS	Rivalry	Screen Printing x2 - D Reynolds	CWSS12	10/24/2025	10.00	.00
103-01-550.500 UNIFORMS	Rivalry	screen printing X4 - D Day	CWSS13	11/21/2025	32.00	.00
103-01-550.500 UNIFORMS	Rivalry	screen printing/embroidery x5 - C Benes	CWSS14	11/21/2025	31.00	.00
103-01-550.500 UNIFORMS	Rivalry	screen printing x1 - C Benes	CWSS15	11/21/2025	8.00	.00
103-01-550.500 UNIFORMS	Rivalry	x8 screen printing - E Rezek	CWSS16	11/21/2025	40.00	.00
103-01-550.500 UNIFORMS	Rivalry	screen printing x2 - D. Reynolds	CWSS9	07/17/2025	10.00	.00
Total 103-01-550.500 UNIFORMS:					146.00	.00
103-01-554.630 BUILDING MAINTENANCE						
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Street Dept Mats	5691620	11/18/2025	34.67	.00
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Street Dept Mats	5696020	11/25/2025	34.67	.00
Total 103-01-554.630 BUILDING MAINTENANCE:					69.34	.00
103-01-554.650 EQUIPMENT MAINTENANCE						
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	battery for lift	27345536	10/17/2025	129.99	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	fittings	27351704	11/03/2025	6.99	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Cornhusker International Tr	park brake valve	3414608	11/10/2025	265.54	.00
103-01-554.650 EQUIPMENT MAINTENANCE	John Deere Financial	hydro hose	5055714	11/10/2025	59.54	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Murphy Tractor & Equipme	axel filters on loader	2561148	11/10/2025	247.92	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Wahoo Auto Parts LLC	battery	5398-312890	11/12/2025	170.95	.00
Total 103-01-554.650 EQUIPMENT MAINTENANCE:					880.93	.00
103-01-554.680 RESURFACING & STREET MAINT.						
103-01-554.680 RESURFACING & STREET MAINT.	Wahoo Utilities	Reimbursement of Dave Henke's time	11012025	11/01/2025	55.00	.00
103-01-554.680 RESURFACING & STREET MAINT.	Wahoo Utilities	Reimbursement of Dave Henke's time	111525	01/15/2025	55.00	.00
Total 103-01-554.680 RESURFACING & STREET MAINT.:					110.00	.00
Total STREET FUND:					2,657.21	.00
CEMETERY FUND						
104-01-550.310 MATERIALS & SUPPLIES						
104-01-550.310 MATERIALS & SUPPLIES	Bomgaars	tie wire	27345237	10/16/2025	20.99	.00
104-01-550.310 MATERIALS & SUPPLIES	Bomgaars	gloves	27349624	10/29/2025	41.56	.00
104-01-550.310 MATERIALS & SUPPLIES	Bomgaars	paint markers	27351877	11/04/2025	59.94	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 104-01-550.310 MATERIALS & SUPPLIES:					122.49	.00
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Omaha Public Power Distri	Cemetary electrical service charge	NOV2025	11/11/2025	70.02	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					70.02	.00
Total CEMETERY FUND:					192.51	.00
FIRE FUND						
106-01-550.410 EDUCATION & TRAINING EXPENSE						
106-01-550.410 EDUCATION & TRAINING EXPENSE	Simons Home Store	props for training	A322053	10/21/2025	31.92	.00
106-01-550.410 EDUCATION & TRAINING EXPENSE	Simons Home Store	props for training	A322054	10/21/2025	5.99	.00
Total 106-01-550.410 EDUCATION & TRAINING EXPENSE:					37.91	.00
106-01-550.500 UNIFORMS						
106-01-550.500 UNIFORMS	DesignWear Inc	Uniform shirts	209641	11/14/2025	1,507.00	.00
Total 106-01-550.500 UNIFORMS:					1,507.00	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Hotsy Equipment Co.	service maintenance	358961	11/11/2025	217.00	.00
Total 106-01-554.630 BUILDING MAINTENANCE:					217.00	.00
106-01-554.640 CAR/TRUCK MAINTENANCE						
106-01-554.640 CAR/TRUCK MAINTENANCE	Bomgaars	straps for 540 and 541	57339447	09/28/2025	11.96	.00
106-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	wiper blades	5646-315853	10/13/2025	66.48	.00
Total 106-01-554.640 CAR/TRUCK MAINTENANCE:					78.44	.00
106-01-554.650 EQUIPMENT MAINTENANCE						
106-01-554.650 EQUIPMENT MAINTENANCE	Bomgaars	batteries	27352362	11/05/2025	183.41	.00
106-01-554.650 EQUIPMENT MAINTENANCE	First Wireless Inc.	Radio install	WT73597	10/30/2025	2,820.71	.00
106-01-554.650 EQUIPMENT MAINTENANCE	Macqueen Equipment, LLC	jaws repair	P57400	10/31/2025	1,080.00	.00
Total 106-01-554.650 EQUIPMENT MAINTENANCE:					4,084.12	.00
106-01-940.720 OTHER EQUIPMENT						
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	Kaleb Boots	P53461	08/18/2025	552.63	.00
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	gloves	P56381	10/15/2025	1,152.82	.00
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	Kaleb & Lance Bunker Gear	P56416	10/16/2025	11,133.12	.00
106-01-940.720 OTHER EQUIPMENT	Macqueen Equipment, LLC	Extrication Gloves	P56538	10/17/2025	161.66	.00
Total 106-01-940.720 OTHER EQUIPMENT:					13,000.23	.00
106-01-940.725 COMMUNICATION EQUIPMENT						
106-01-940.725 COMMUNICATION EQUIPMENT	First Wireless Inc.	batteries	131777	10/22/2025	614.81	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 106-01-940.725 COMMUNICATION EQUIPMENT:					614.81	.00
Total FIRE FUND:					19,539.51	.00
LIBRARY FUND						
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Amazon Capital Services	books	1P6L-M6NH-D	11/12/2025	160.69	.00
108-01-550.560 BOOKS	Amazon Capital Services	books	1XCL-6QHP-P	11/19/2025	18.15	.00
108-01-550.560 BOOKS	Center Point Publishing	Books	2209173	10/28/2025	70.00	.00
108-01-550.560 BOOKS	Ingram	books	92012722	11/17/2025	19.25	.00
108-01-550.560 BOOKS	Ingram	books	92053125	11/18/2025	66.40	.00
108-01-550.560 BOOKS	Lawver, Denise	book	WPL-111125	11/11/2025	25.00	.00
Total 108-01-550.560 BOOKS:					359.49	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Library Mats	5691629	11/18/2025	27.86	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					27.86	.00
Total LIBRARY FUND:					387.35	.00
DEBT SERVICE FUND						
110-01-550.990 OTHER MISC. OPERATING EXPENSE						
110-01-550.990 OTHER MISC. OPERATING EXPENSE	BOKF, NA Corporate Trust	Fees for GO VP Bonds	12152025	11/25/2025	200.00	.00
Total 110-01-550.990 OTHER MISC. OPERATING EXPENSE:					200.00	.00
110-01-930.200 BOND PRINCIPAL						
110-01-930.200 BOND PRINCIPAL	BOKF, NA Corporate Trust	Go VP Bonds 2023	12152025	11/25/2025	115,000.00	.00
Total 110-01-930.200 BOND PRINCIPAL:					115,000.00	.00
110-01-930.210 INTEREST EXPENSE						
110-01-930.210 INTEREST EXPENSE	BOKF, NA Corporate Trust	Go VP Bonds Series 2023 interest	12152025	11/25/2025	27,521.25	.00
Total 110-01-930.210 INTEREST EXPENSE:					27,521.25	.00
Total DEBT SERVICE FUND:					142,721.25	.00
SOLID WASTE FUND						
114-01-554.620 LAND MAINTENANCE						
114-01-554.620 LAND MAINTENANCE	West Point Implement	spread sludge & Leaves on farm ground	R106989	11/14/2025	509.92	.00
Total 114-01-554.620 LAND MAINTENANCE:					509.92	.00
Total SOLID WASTE FUND:					509.92	.00
1/2 CENT SALES TAX - CAP IMPR						
119-01-927.050 LOAN PAYABLE EXPENSE						
119-01-927.050 LOAN PAYABLE EXPENSE	First Bank of Nebraska	Hackberry Field Lighting payment	12012025	11/15/2025	20,708.81	.00
Total 119-01-927.050 LOAN PAYABLE EXPENSE:					20,708.81	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
119-01-940.740 STRUCTURES, BLDG & IMPROV.						
119-01-940.740 STRUCTURES, BLDG & IMPROV.	Fry & Associates, Inc.	shade structure panels - Hackberry Park	34386	11/04/2025	10,280.00	.00
119-01-940.740 STRUCTURES, BLDG & IMPROV.	Miller Painting & Decoratin	Resealing/caliking aquatic center	069-25	11/17/2025	15,900.00	.00
Total 119-01-940.740 STRUCTURES, BLDG & IMPROV.:					26,180.00	.00
Total 1/2 CENT SALES TAX - CAP IMPR:					46,888.81	.00
EMS						
121-01-550.355 MEDICAL SUPPLIES						
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	85969791	10/24/2025	69.12	.00
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	85973293	10/28/2025	228.00	.00
121-01-550.355 MEDICAL SUPPLIES	BoundTree Medical LLC	Medical supplies	85976771	10/30/2025	121.98	.00
Total 121-01-550.355 MEDICAL SUPPLIES:					419.10	.00
121-01-550.500 UNIFORM EXPENSE						
121-01-550.500 UNIFORM EXPENSE	DesignWear Inc	Uniform shirts	209641	11/14/2025	1,075.00	.00
121-01-550.500 UNIFORM EXPENSE	Witmer Public Safety Grou	EMS Hat	INV772697	10/31/2025	48.69	.00
Total 121-01-550.500 UNIFORM EXPENSE:					1,123.69	.00
Total EMS:					1,542.79	.00
Grand Totals:					217,167.91	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

CITY OF WAHOO
APPLICATION FOR CONDITIONAL USE PERMIT

Name: North River Auto LLC.

Address or Location: 1425 E. 31st Wahoo Ne. 68066

Current zoning of property C-2

Under the provisions of Article 6 of the City of Wahoo Zoning Regulations, the undersigned hereby applies for a Conditional Use Permit to _____

Erect a single pole free standing LED sign.
30' from the southmost property line and
30' from the westmost property line.

on the property described as: Lot 12 + 13 Block _____

Proposed development of the property is shown on plans attached hereto. Type and proposed use is as follows:

see attached - Free standing pole sign double-sided
internally lit

This application authorizes representatives of the City of Wahoo to enter the above property for purposes of inspection, examination, and investigation related to this application, and posting of signs as required by zoning regulations.

Date: 9-25-25 Signed SL for North River Auto Applicant

Address: 1425 E. 31st
Wahoo Ne. 68066

Phone: 402-510-9999

FEE: \$ 250⁻ Receipt # 30819

Publication fees will be billed to applicant PA

Date of Hearing (Planning Commission) _____, 20____. Approved _____ Denied _____

Date of Hearing (City Council) _____, 20____. Approved _____ Denied _____

Zoning Administrator

N

PONDEROSA SIKELI (60' PUBLIC RIGHT-OF-WAY)

N89°42'32"E
245.03'(M) 245.00'(R)
245.01'(C)

PT. OF LOT 13
WAHOO INDUSTRIES AIRPARK

120.08'(M)
120.00'(R) 120.03'(C)
S89°35'23"W

S007°8'54"E
4.91'(M) 5.00'(R)
4.95'(C)

144.53'(R) 144.49'(C)
S04°41'18"W

PT. OF LOT 12
WAHOO INDUSTRIES AIRPARK

PT. OF LOT 12
WAHOO INDUSTRIES AIRPARK

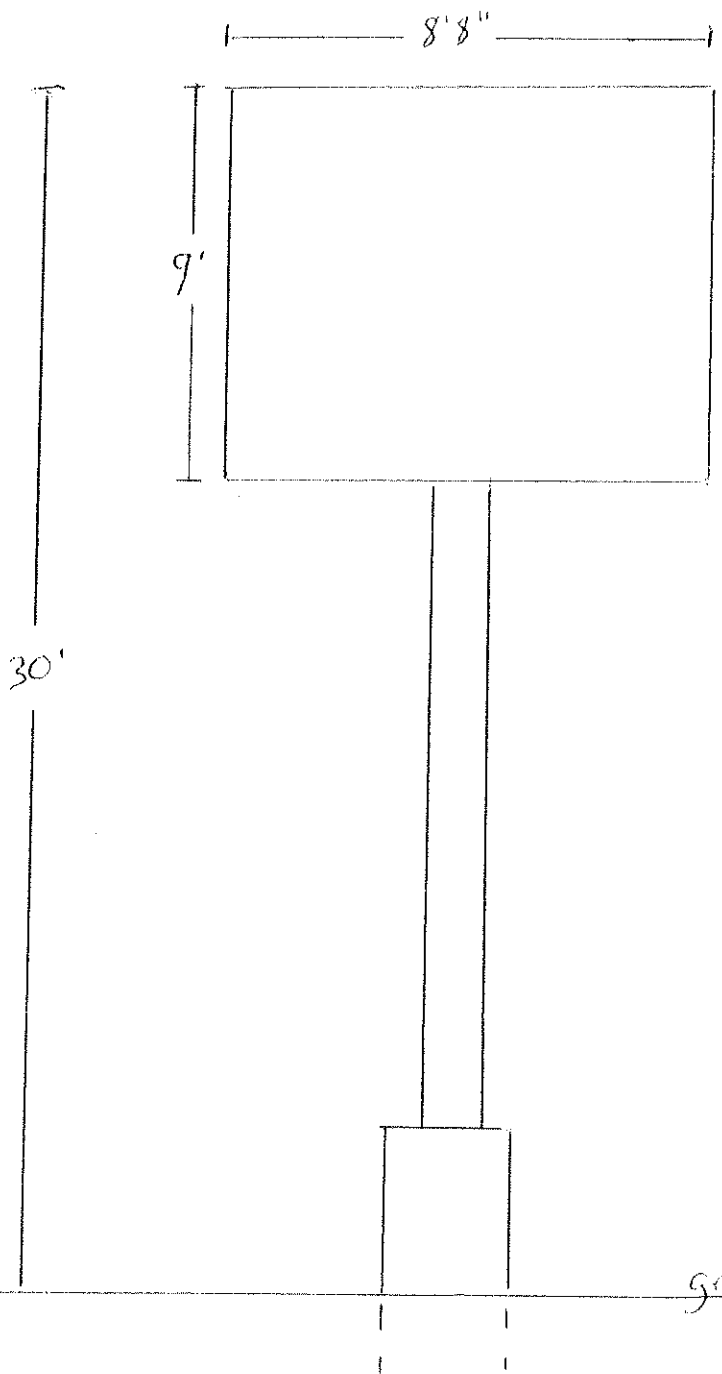
sign location

63.48'(C)
63.49'(M) 63.44'(R)
N00°14'14"W

143.51'(M) 143.46'(R) 143.45'(C)
N00°21'39"W

3

S



ground

CITY OF WAHOO

APPLICATION FOR CONDITIONAL USE PERMIT

Name: Ottes BP to Ottes Amoco.
Address or Location: 703 N Chestnut (BP to Amoco)

Current zoning of property _____

Under the provisions of Article 6 of the City of Wahoo Zoning Regulations, the undersigned hereby applies for a Conditional Use Permit to install an electronic message center on price sign/pylon

on the property described as: Lot _____ Block _____
the above referenced property is a gas station.

Proposed development of the property is shown on plans attached hereto. Type and proposed use is as follows:
We are proposing to remove existing pylon sign to foundation install new poles logo sign, price digits and an emc. for Ottes. (see attached)

This application authorizes representatives of the City of Wahoo to enter the above property for purposes of inspection, examination, and investigation related to this application, and posting of signs as required by zoning regulations.

Date: 10-3-25 Signed Wendy Deal (Doranne Rose Sign)
Address: 201 Rd M47 Applicant
Walnut Ia 51577
Phone: 800-316-9122

FEE: \$ _____ Receipt # _____

Publication fees will be billed to applicant

Date of Hearing (Planning Commission) _____, 20__ . Approved _____ Denied _____

Date of Hearing (City Council) _____, 20__ . Approved _____ Denied _____

Zoning Administrator

Section I. To be completed by the applicant

Job/Location Address 703 N Chestnut			
Legal Description	Lot No.	Block	Tract
See Attached Sheet			
Sign Owner Ottis Amoco	Mail Address 3288 Ponderosa Dr	Phone Wahoo ne	
Land Owner Ottis Amoco	Mail Address 3288 Ponderosa Dr	Phone Wahoo Ne	
Contractor Frairie Rose Son	Mail Address 201 Rd M&Z Walnut Ja	Phone 712-784-3515	
NOTE: Electrical contractors must obtain City of Wahoo license to work within Wahoo zoning jurisdiction.			
Electrical Contractor	Mail Address	Phone	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Alter <input type="checkbox"/> Relocate <input checked="" type="checkbox"/> On Premises/Business <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Mobile/Temporary How long? _____ (30 days max.) <input type="checkbox"/> Off Premises/Advertising <input checked="" type="checkbox"/> Single Face <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input checked="" type="checkbox"/> Illuminated Internal <input type="checkbox"/> Double Face <input type="checkbox"/> Back-to-Back <input type="checkbox"/> Reflective <input type="checkbox"/> Stacked <input type="checkbox"/> Illuminated External			
Cost of sign: \$	Legend: (what will sign say?)		
Length: 600" BOYD⁰⁰	(Ottis') on Bldg See attached		
Depth: 7" Height: 30"			
Height above ground to bottom of sign:			

Section II Permit Fees -- to be completed by Building Inspector

Special Approvals	Required	Received	Not Required	Sign Permit Fee
ZONING				Electrical Fee
OTHER				Valuation
	Use Zone			
				PERMIT TOTAL

Section III. Instructions to Permittee

NOTE: Applicant is responsible for locating any buried utilities that could be encountered during construction. This can be done by contacting Diggers Hotline of Nebraska at **811** two working days before starting your project.

ATTACH PLOT PLAN OR USE SEPARATE PAPER.

New sign construction or modification of existing signs requires review of plans by the City of Wahoo Building Inspector/Zoning Administrator, and an approved building permit. Fees are determined under Resolution 2008-22. The number, type, placement and size of signs allowed at a premise are determined by the zoning of the location.

ALL WORK IS SUBJECT TO INSPECTION (SEE INFORMATION ON BACK).

This permit shall be maintained available until final approval has been granted by the building official. THE PERSON DOING THE WORK shall notify the building official that such work is ready for inspection. 24 hour advance notice is requested (Call 443-3222 to arrange an appointment)

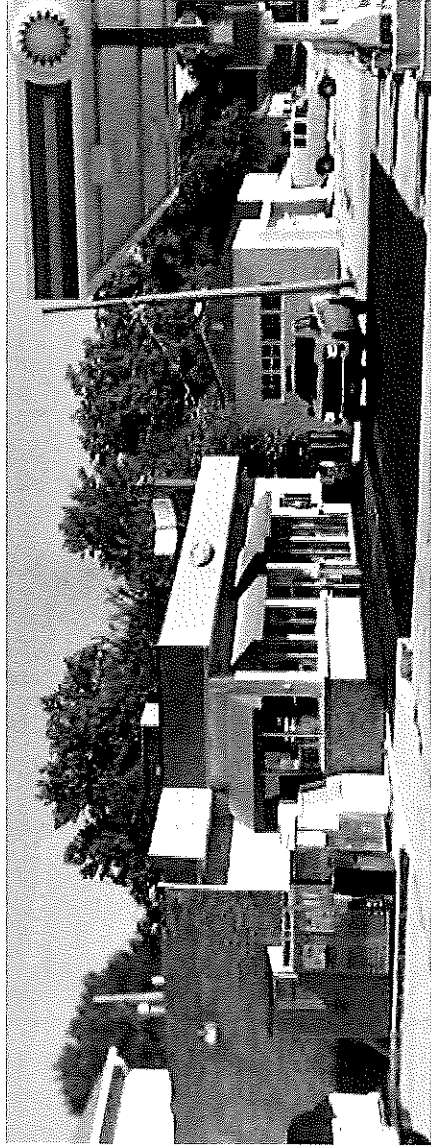
Except where an extension has been obtained in writing from the Building Inspector, permits issued shall expire within ninety (90) days if the work described in the permit has not begun or the use applied for has not been established and within one year if the work has not been completed.

I will commence work Oct 15, 2025 and complete the same on or about Dec 1, 2025 and will in all respects construct the work according to provisions of the ordinances of the City of Wahoo.

Applicant: Wendy Deal

This application becomes a CONSTRUCTION PERMIT only after being validated by the Building Inspector's signature.

Date approved: _____ Building Inspector: _____





201 CR M-47
Walnut, IA 51577
(800) 316-9122
Prairiesign.com

Client: NE/IA Supply
Location: Otte's Amoco
Contact: D. Coziahr
Sales Rep: K. Scott
Date: 9-23-2025

Drawing #: 4096

Revision: 3

Client Approval

Signed: Nicole Otte

Date: 09/24/2025

Changes to Artwork:

- Color
- Size
- None
- Spelling

Landlord Approval

Signed:

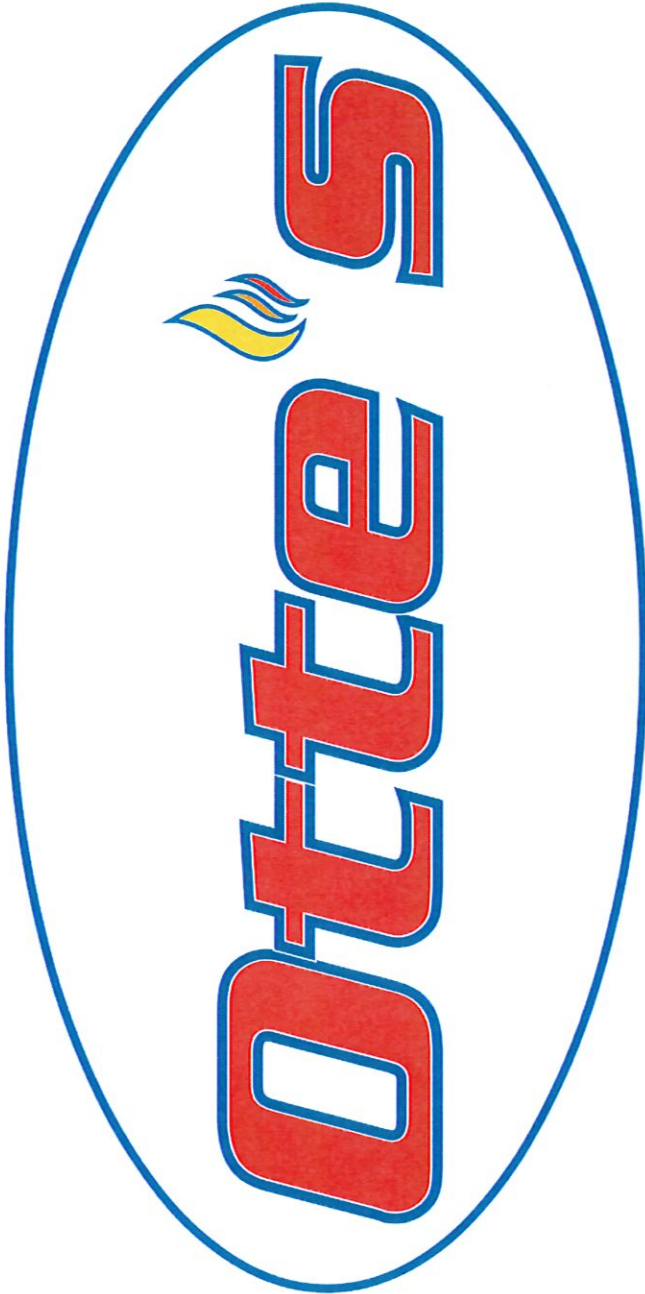
Date:

Notes

1. Printed colors may not exactly match color of actual product.
2. All work performed by licensed State of Iowa contractors.
3. This is an unpublished drawing submitted in connection with a planned project. It is not to be copied, reproduced, exhibited, or shown to anyone outside your organization without written approval.

60"

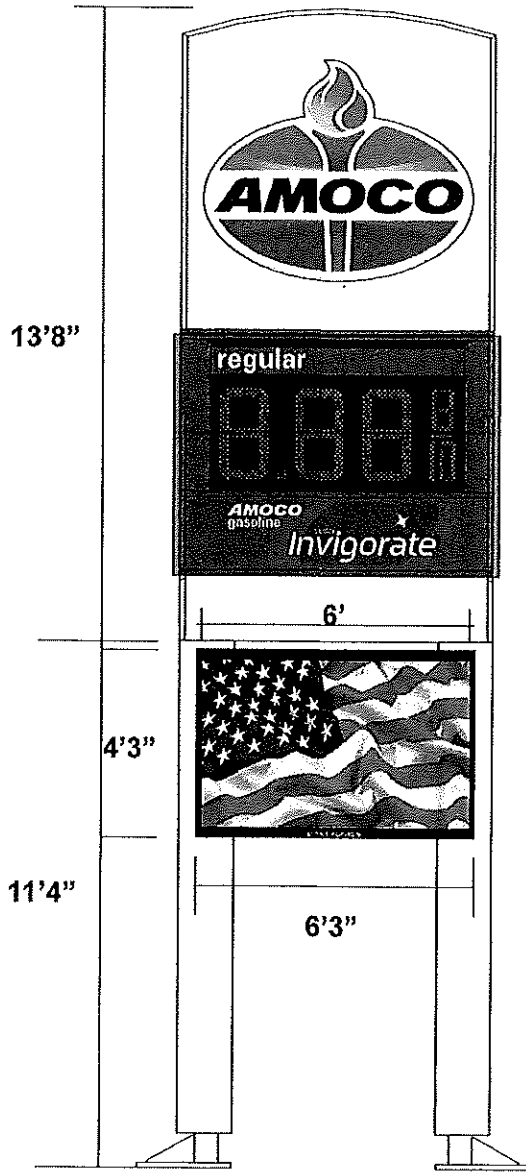
30"





Option 1

6'9"



**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA**

RESOLUTION # _____
(Redevelopment Plan Amendment –
JBC Office Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA, APPROVING AND ADOPTING AN AMENDMENT TO THE REDEVELOPMENT PLAN OF THE CITY OF WAHOO, NEBRASKA TO IMPLEMENT THE JBC OFFICE REDEVELOPMENT PROJECT; ADOPTING A COST-BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

RECITALS

- A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended (the “Act”), the City of Wahoo, Nebraska (“City”) has adopted a General Redevelopment Plan for that certain portion of the City identified as Redevelopment Area 3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).
- B. The Community Development Agency of the City of Wahoo, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Act, has prepared an amendment to the Redevelopment Plan in the form attached as Exhibit “A” (“Redevelopment Plan Amendment”).
- C. The Redevelopment Plan Amendment would create a redevelopment project in the Redevelopment Area on property described in the Redevelopment Plan Amendment identified as the JBC Office Redevelopment Project (the “Project”).
- D. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the costs of certain eligible public improvements authorized by the Act and more particularly set forth in the Redevelopment Plan Amendment.
- E. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.
- F. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan Amendment as Exhibit “C” (the “Project Cost Benefit Analysis”).
- G. The CDA shall submit the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Wahoo, Nebraska.

H. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.

I. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan Amendment and the Project Cost Benefit Analysis.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

1. The cost and benefits set forth in the Project Cost Benefit Analysis have been found to be in the long-term best interest of the City.

2. The CDA hereby approves the Project Cost Benefit Analysis as the cost benefit analysis of the Project.

BE IT FURTHER RESOLVED, by the CDA, as follows:

1. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Wahoo as a whole, as set forth in the Wahoo Comprehensive Plan, as amended.

2. The Redevelopment Plan Amendment will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of Wahoo.

3. The Redevelopment Plan Amendment is in conformance with the Act.

4. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of Tax Increment Financing.

5. The CDA hereby approves the Redevelopment Plan Amendment and recommends approval and adoption by the City Council of the City of Wahoo.

6. The CDA's recommendation to the City Council is subject to and conditioned upon any comments from the Planning Commission following the Planning Commission's public hearing and review of the Redevelopment Plan Amendment.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this ___ day of _____, 2025.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Plan Amendment

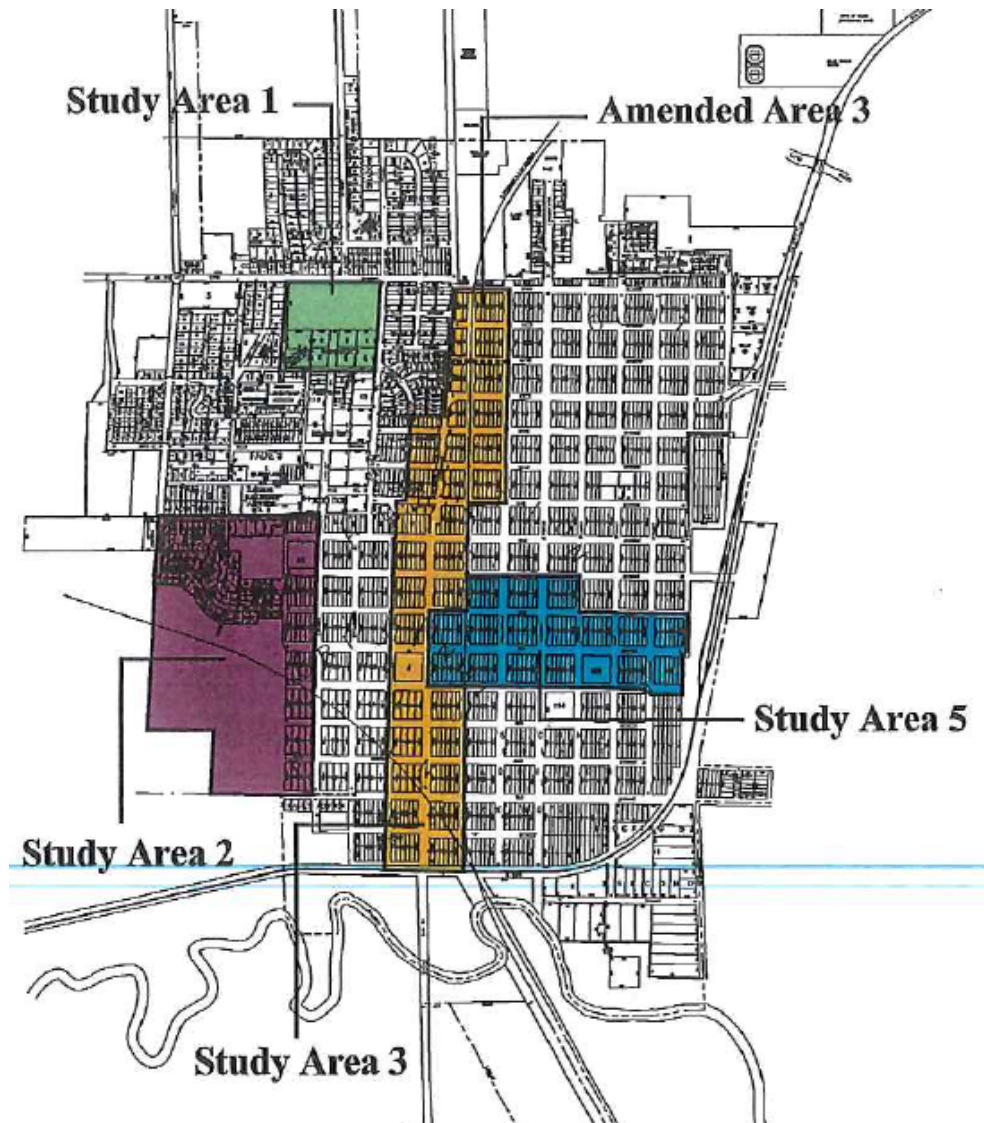
[Attached]

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF WAHOO, NEBRASKA**

(JBC OFFICE REDEVELOPMENT PROJECT)

INTRODUCTION

The City of Wahoo, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Original Wahoo Redevelopment Plan prepared by JEO and originally approved in 2001 (the “Redevelopment Plan”). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas defined in the Redevelopment Plan (the “Redevelopment Area”).



The Redevelopment Plan was approved by the City Council of the City, and has subsequently been amended from time to time pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2158 (the “Act”).

Pursuant to the Act, the City created the Community Development Agency of the City of Wahoo, Nebraska (“CDA”), which administers the Redevelopment Plan for the City.

The purpose of this Amendment to the Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions, which property is identified and legally described on the attached and incorporated Exhibit “A” (the “Project Site”), and to identify a proposed redevelopment project on the Project Site.

The Project Site is located within Redevelopment Area 3 of the City:



JBC OFFICE REDEVELOPMENT PROJECT

Project Site

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the

general welfare of the community including, among other things, adequate provisions for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site is the site of a former Casey’s gas station/convenience store. The gas station/store is no longer operational, and the building is in disrepair. Due to the condition of the building, the property valuation has decreased by more than 66% since 2021:

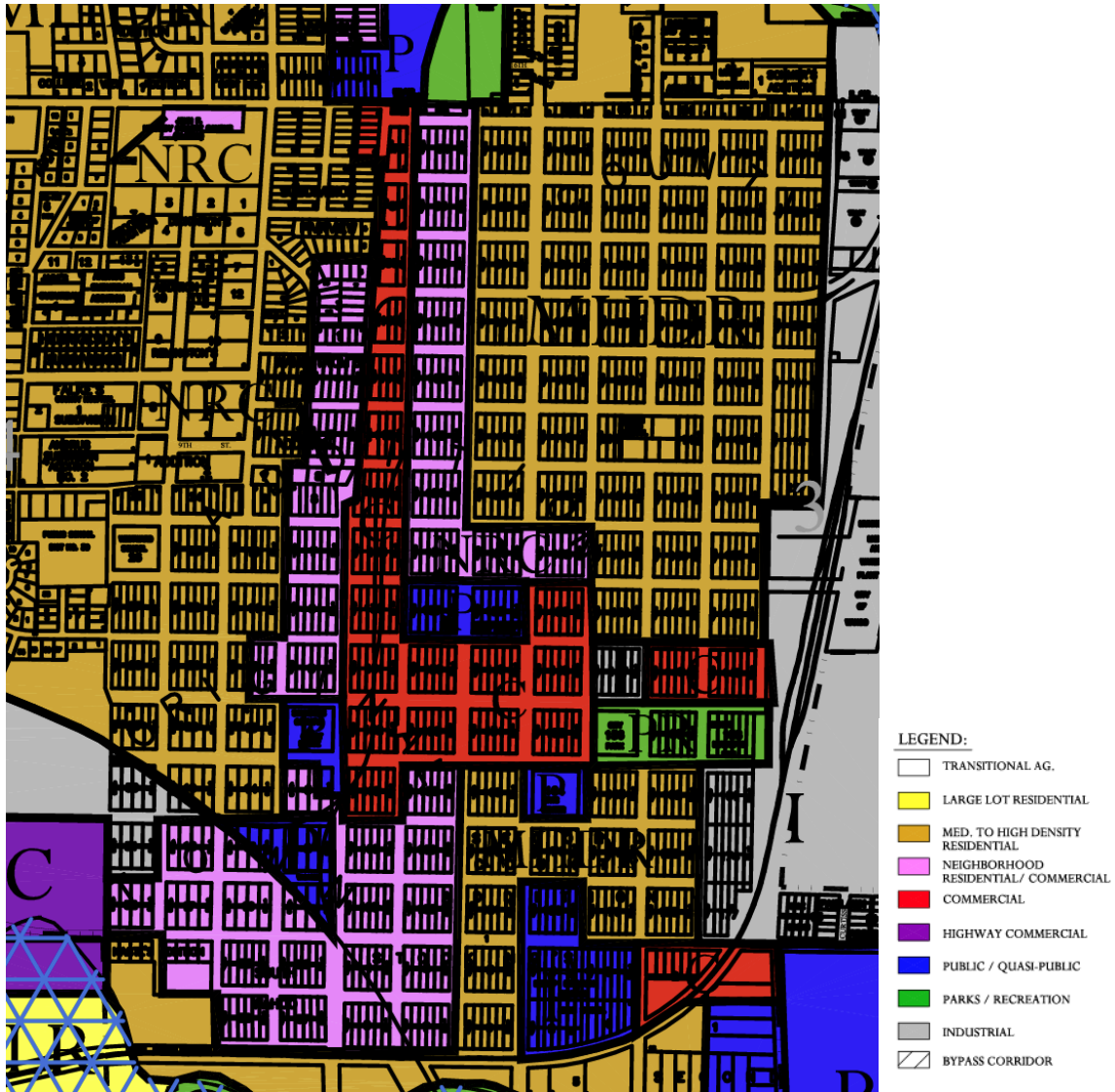
Current Value Information			
<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
\$65,962	\$0	\$56,184	\$122,146

Prior Year Value Information				
<u>Year</u>	<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
2024	\$31,841	\$0	\$55,075	\$86,916
2023	\$31,841	\$0	\$55,075	\$86,916
2022	\$31,841	\$0	\$55,075	\$86,916
2021	\$31,840	\$331,203	\$0	\$363,043
2020	\$31,840	\$260,790	\$0	\$292,630

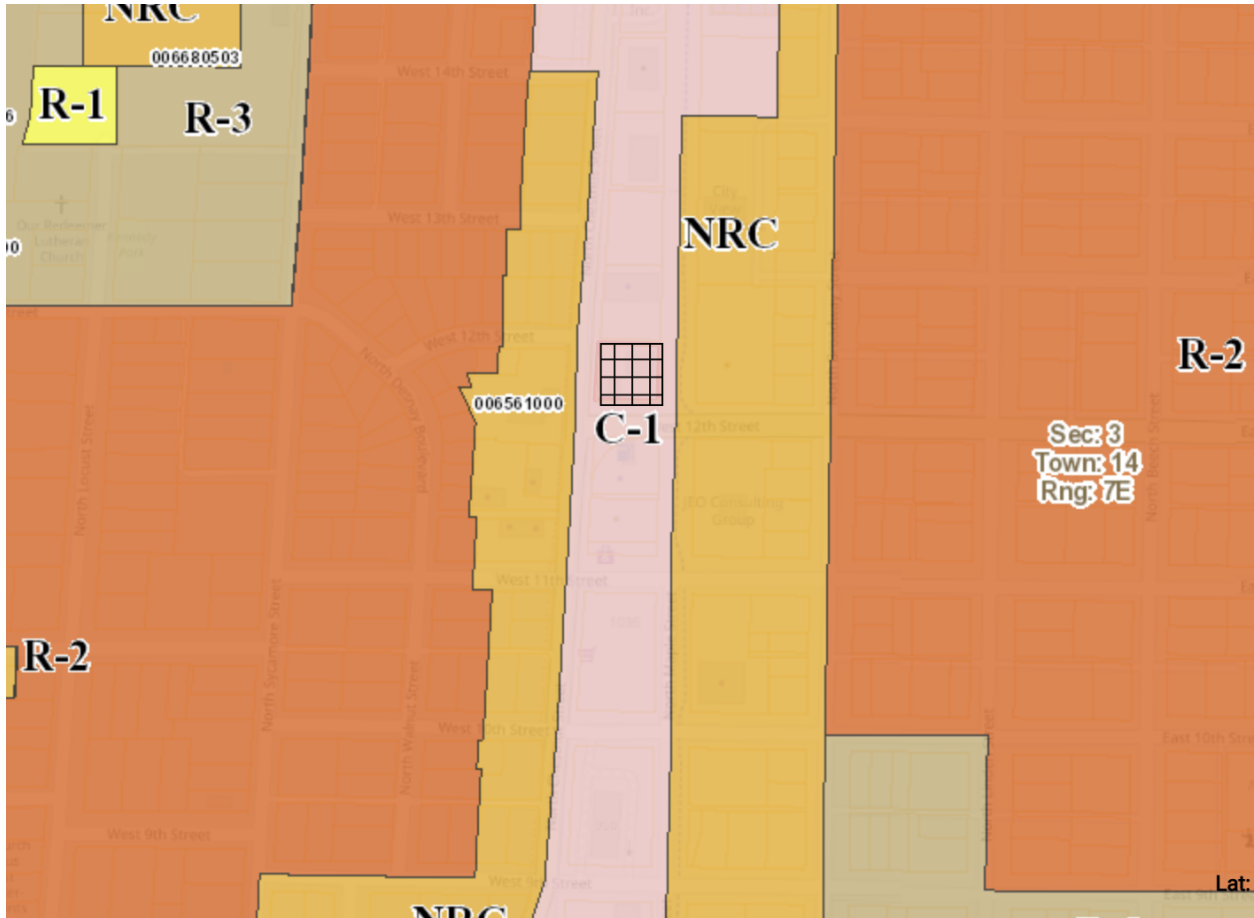
A photograph of the Project Site is set forth below:



The Future Land Use Map of the City identifies the future land use of the Project Site as Neighborhood Residential/Commercial (NRC). The portion of the Future Land Use Map which includes the Project Site and the surrounding area, along with the legend, are depicted below:



The Zoning Map of the City identifies the current zoning of the Project Site as C-1 Downtown Commercial District. That portion of the Zoning Map which includes the Project Site and the surrounding area is depicted below:



The Project Site requires significant up-front costs in order to be developed, including demolition, site preparation, and street access improvements at a minimum. Because of these additional upfront costs to prepare the Project Site, the CDA has determined that the Project is not feasible without the use of tax increment financing.

The Redevelopment Project

JEO Building Company, a Nebraska corporation (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The proposed project consists of the redevelopment of 250 W 12th Street - formerly the Casey's General Store property. Redeveloper will redevelop and rehabilitate the 2,400 square foot building, along with significant site and landscaping improvements to utilize the property as a professional services office building (the “Project”). The Project Site will be landscaped to exceed the Gateway Corridor Overlay requirements. The current plan for the project is to consolidate the three vehicular access points off of West 12th and North Chestnut down to two access points, one off each street, respectively. The Project will also include façade enhancements above building code requirements that will contribute to the aesthetic improvements to site at this important intersection for the community. The Project Site and building located thereon will be used and operated as a professional office building. The Redeveloper

or an affiliated entity will own the Project Site and lease out space in the office building to to-be-determined tenants.

A preliminary site layout and rendering for the Project is set forth on the attached and incorporated Exhibit “B”. The plans are preliminary in nature and subject to change.

Pursuant to this Project, Redeveloper will pay the costs of the private improvements and the public improvements. As part of the Project, the CDA shall utilize tax increment financing (“TIF”) on the Project Site to assist in payment of the public improvements, but Redeveloper shall pay all the costs of the public improvements not covered by TIF.

Redeveloper estimates that the total Project costs shall be approximately \$1,171,000. The current projected TIF Uses for the Project are set forth below:

Cost of Issuance	TBD - \$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Work	\$20,000
Street Access/Public Parking/Landscaping	\$106,500
Arch/Engineering	\$75,000
Legal	\$10,000
Total	\$414,600

Based upon the TIF Projections provided in Exhibit “D”, attached hereto and incorporated herein, it is projected that the Project could support TIF Indebtedness in the amount of approximately \$270,600.¹ The CDA will issue one TIF Note for the Project in the total principal amount of \$270,600, with a 0% interest rate. Details regarding the issuance of the TIF Indebtedness will be set forth in the redevelopment agreement for the Project.

The list of TIF Uses is preliminary and subject to change, and the costs are estimates. The actual cost of all TIF Uses must be certified to the CDA to be eligible for reimbursement. In addition, TIF-eligible expenditures will include, and Redeveloper shall pay, the CDA’s cost of issuance, including attorney fees, and the CDA’s administration fee in the amount of \$2,000.

Redeveloper anticipates construction commencement in February, 2026, pending TIF approval, and construction completion is approximately July, 2026.

¹ For the purpose of the TIF Projections for this Project, the CDA: (1) has assumed the Project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not factored any any annual changes to the applicable tax levy, and (3) has not accounted for any increase in the assessed value of the Project Site during the 15 year tax increment financing period. All of these assumptions will change the actual amount of the tax increment generated by the Project.

The effective date for the division of taxes for the Project shall be January 1, 2027.

The use of TIF to assist with the costs of the public improvements will make the Project as designed feasible. The Project cannot be completed as designed without the site work, demolition, and street access improvements, and the public improvements require the use of TIF to assist with the costs. The Project will also include certain façade and landscaping enhancements, which are improvements above minimum code requirements that will enhance the area and decrease blighted and substandard conditions in the area, but those enhancements add additional costs to that Project and are not feasible without TIF. The redevelopment of the Project Site pursuant to the Project identified in this Amendment to the Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. Redeveloper states in the TIF application that: “TIF is necessary for the feasibility of this project due to the cost burden of acquisition, site preparation, and construction of this redevelopment proposal. The difference in the project rate of return with TIF versus without TIF make this project feasible provided the level of risk when undertaking this form of redevelopment.”

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to assist with payment for those eligible expenditures as set forth in the Act. The additional costs of the public improvements and all the costs of the private improvements shall be paid by Redeveloper; the City and/or CDA shall not be required to incur any costs or expenses with respect to this Project other than the issuance of the TIF Indebtedness. Redeveloper shall arrange all financing necessary for the Project, including any financing relating to the TIF Indebtedness.

Statutory Elements

This section includes a consideration of the statutory elements identified under the Act.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, is necessary to accomplish the Project. Redeveloper has contracted to purchase the Project Site from the current owner. The existing building on the site that will be renovated is a vacant gas station that is not currently in use for any purpose.

B. Population Density

The proposed development at the Project Site is a commercial office building. No increase in population density is anticipated within the Project Site.

C. Land Coverage

The Project Site is approximately 19,841 square feet. The existing building

will be redeveloped and rehabilitated, and the land coverage should be substantially the same as it is currently. The Project is subject to and must comply with the applicable land-coverage ratios and zoning requirements as required by the City of Wahoo.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site was formerly used as a gas station/convenience store, so it had a large amount of commercial traffic. The streets in this area are sufficient and designed for significant traffic. No further street improvements should be required based on the Project. Redeveloper is proposing to reduce the three vehicular access points on the Project Site down to two access points. This should increase safety and improve street traffic flow on the adjacent streets.

E. Parking

The exact number and configuration of parking stalls for the Project is still to be determined by the City, but Redeveloper shall be required to construct adequate parking for the Project. Redeveloper will be responsible for ensuring that the Project meets or exceeds the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is zoned C-1 Downtown Commercial District and the proposed use is permitted in said zoning district as a conditional use. No zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for obtaining all building permits, and for compliance with the local subdivision and zoning regulations and building codes.

Cost-Benefit Analysis

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Comprehensive Plan

The Wahoo Comprehensive Plan was approved by the City Council of the City on December 14, 2017, pursuant to Ordinance #2258 (the "Comprehensive Plan"). Several goals of the Comprehensive Plan will be furthered by this Project, including, but not limited to:

Energy Goal 1: To reduce energy use per capita in Wahoo

- a. Ensure efficient use of land resources
 - i. Encourage new development adjacent to existing development
 - ii. Encourage infill development

- iii. Encourage mixed use development

Environmental Goals

ENV-2 Zoning and subdivision regulations should reflect conservation by promoting walkable, mixed-use development and utilizing conservation easements and other regulatory tools.

Economic Development Goals

ED-5 Continually evaluate existing incentive program availability to ensure the competitiveness of Wahoo in business recruitment, retention, and expansion efforts.

ED-6 Develop an incentive program to promote redevelopment and investment in the Central Business District

The Project meets and furthers the goals set forth in the Comprehensive Plan and is thus in conformance with the Comprehensive Plan.

Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan but is meant to highlight and summarize the key points on this topic.

Additional Project Information from Redeveloper

Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site; (ii) no families will be displaced or relocated from the Project Site based upon this Project, and (iii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

EXHIBIT "A"
Legal Description of the Project Site

The Project Site is identified as PID 006089000 and legally described as follows:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County,
Nebraska

The general location of the Project Site is identified below:

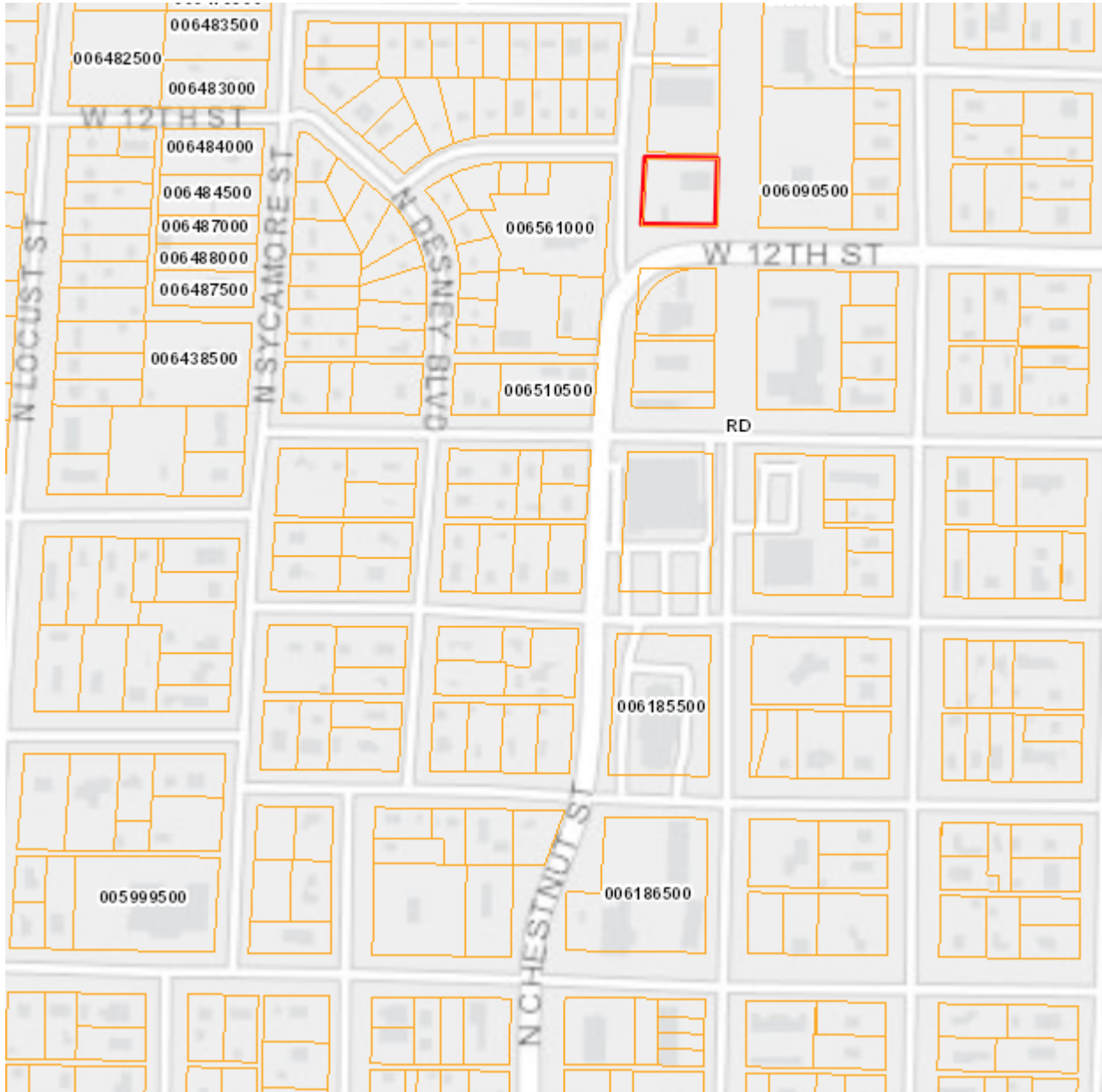


EXHIBIT "B"
Preliminary Site Layout and Rendering



Exhibit "B"



Exhibit "B"

EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the JBC Office Redevelopment Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. § 18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift for the entire Project (both phases combined) is as follows:

a.	Base Valuation:	\$122,146
b.	Projected Completed Project Assessed Valuation:	\$1,171,000
c.	Projected Tax Increment Base:	\$1,048,854
d.	Estimated Tax Levy:	1.72
e.	Annual Projected Tax Shift:	\$18,040

Additionally, as stated in the Redevelopment Plan Amendment, the valuation of the property has decreased by \$240,000 since 2019, which equates to approximately \$4,200 per year in lost property taxes. It is not unreasonable to anticipate further decrease in value of the property if the building is allowed to deteriorate further with no redevelopment of the site.

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate set forth above. There has been no accounting for a partial valuation in the first year of the TIF period for either phase. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Project is an infill development of a previously used commercial site, so it is not anticipated to have a material impact on public infrastructure

improvements. The Project Site will include site work and demolition, improvements to the site access from the public streets which should have a positive impact on traffic overall in the area, public parking improvements, and other public improvements. The CDA and Redeveloper do not anticipate that the Project will have a negative impact on now-existing City infrastructure or any community public services.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. It is anticipated that the tenants of the building may generate sales tax, will pay personal property taxes on the personal property associated with the businesses that are located in the new space, and will require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

The Project is anticipated to have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional office space for expansion or relocation of businesses. The tenants are not known at this time, and could change over the course of the TIF period, but the creation of additional general office space should not be considered a material adverse effect on businesses.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will create office space for businesses to relocate or expand. This should increase the overall robustness and vibrancy of the employment sector in the Redevelopment Area. The businesses are unknown at this time, but the Project should increase the need for services and products from existing businesses. New office uses will naturally increase traffic to other local businesses and restaurants, and will need services provided by other local businesses. This should create a positive effect on all businesses in the City.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material impact on the student populations of the school district within the City. The Project will result in additional office space in the City, but the actual increase in jobs, and therefore potential population increase, is unknown and too speculative to calculate. However, based on the size of the project and the fact that there is no residential component, the overall potential impact on the student population is deemed to not be material or substantial.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

EXHIBIT "D"
TIF Projections

TIF SOURCES

1. General Assumptions

Tax Levy	1.72
Interest Rate	0%
Number of Years	15

2. Property Valuation Assumptions

Base Value	\$122,146
Final Value	\$1,171,000

3. TIF Calculations

	Assessed Value	Est. Taxes
Base Value	\$122,146	\$2,101
Final Value	\$1,171,000	\$20,141
<hr/>		
Increment	\$1,048,854	\$18,040
Annual TIF Amount	\$18,040	
Total TIF	\$270,600	
TIF Indebtedness	\$270,600	

TIF USES

Cost of Issuance	\$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Prep	\$20,000
Parking/landscaping	\$106,500
Arch/Engineering	\$5,000
Total	\$334,600

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA**

RESOLUTION # _____
(Redevelopment Agreement –
JBC Office Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA, APPROVING THE REDEVELOPMENT AGREEMENT FOR THE JBC OFFICE REDEVELOPMENT PROJECT AND AUTHORIZING THE USE OF TAX INCREMENT FINANCING FOR SAID PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended (the “Act”), the City of Wahoo, Nebraska (“City”) has adopted a General Redevelopment Plan for that certain portion of the City identified as Redevelopment Area 3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).

B. The Community Development Agency of the City of Wahoo, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Act, has adopted an amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”).

C. The Redevelopment Plan Amendment shall be submitted to the Planning Commission of the City of Wahoo, Nebraska for review and recommendation to the City Council.

D. The CDA shall submit the Redevelopment Plan Amendment to the City Council of the City of Wahoo, Nebraska for final approval and adoption pursuant to the Act.

E. The Redevelopment Plan Amendment authorizes and creates a specific redevelopment project on a portion of the Redevelopment Area identified in the Redevelopment Plan Amendment as the JBC Office Redevelopment Project (the “Project”).

F. The CDA has prepared a redevelopment agreement for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).

G. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain eligible public improvements authorized by the Act and identified in the Redevelopment Plan Amendment and the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the Redevelopment Agreement is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to execute and enter into the Redevelopment Agreement on the CDA's behalf upon the City Council's approval of the Redevelopment Agreement.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to take all such actions that are required to fulfill the terms of the Redevelopment Agreement and to consummate the agreement set forth therein.

BE IT FURTHER RESOLVED, without limitation to the foregoing, the CDA authorizes the issuance of the TIF Indebtedness as set forth in the Redevelopment Agreement without further written approval of the CDA or the City Council. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA or the City.

BE IT FURTHER RESOLVED, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Redevelopment Plan Amendment for the Project, and if the City Council does not approve and adopt the Redevelopment Plan Amendment, the resolutions contained herein shall be void and of no effect.

BE IT FURTHER RESOLVED, that any other resolutions or actions that are contradictory or incompatible with the provisions of this Resolution are hereby rescinded.

Dated this ___ day of _____, 2025.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Agreement

[Attached]

4916-2047-3977, v. 1

Exhibit "A"

**REDEVELOPMENT AGREEMENT
(JBC Office Redevelopment Project)**

This Redevelopment Agreement is made and entered into effective as of the 9th day of December, 2025, by and between the Community Development Agency of the City of Wahoo, Nebraska (“CDA”) and JEO Building Company, a Nebraska corporation (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper is under contract to purchase the Project Site which is located in the Redevelopment Area, and Redeveloper has site control of the Project Site.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of a commercial building for operation as a professional office building and associated improvements on the Project Site.

F. The CDA has approved Redeveloper’s proposed Redevelopment Plan, including the utilization of tax-increment financing to assist in the cost of the Public Improvements and expenses defined in this Redevelopment Agreement.

G. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such

definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended, and acts amendatory thereof and supplemental thereto.

B. “CDA” means the Community Development Agency of the City of Wahoo, Nebraska.

C. “City” means the City of Wahoo, Nebraska.

D. “County” means Saunders County, Nebraska.

E. “Effective Date” means January 1, 2027.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means the amount of One Million One Hundred Seventy-One Thousand and No/100 Dollars (\$1,171,000.00).

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

J. “Project Completion Date” means on or before December 31, 2026.

K. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means JEO Building Company, a Nebraska corporation.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means Redevelopment Area 3 as set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Original Wahoo Redevelopment Plan prepared by JEO and originally approved in 2001, as amended from time to time.

Q. “Tax Increment” means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site starting with the year prior to the Effective Date (defined in Neb. Rev. Stat. § 18-2103(29) as the “Redevelopment Project Valuation”), and the portion of the ad valorem tax in excess of the Redevelopment Project Valuation which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

**ARTICLE II
REPRESENTATIONS**

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing the tax base and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska corporation in good standing and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions contemplated herein will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site or has site control and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in the Redevelopment Area without the use of tax increment financing.

ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing with the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Act. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the Saunders County Assessor the “Notice to Divide Tax” on or prior to July 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Two Hundred Seventy Thousand Six Hundred and No/100 Dollars (\$270,600.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “E” (“Note”). The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Notes solely as a conduit.

The TIF Indebtedness shall be issued to Redeveloper, or otherwise collaterally assigned to a lender of Redeveloper. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Notes for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF

Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Notes, except as otherwise provided herein.

In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to: (a) the CDA's cost of issuance, including attorney fees; and (b) the CDA's administration fee in the amount of Two Thousand and No/100 Dollars (\$2,000.00). The cost of issuance and CDA fees are TIF-eligible expenses.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C".

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

(a) Prior to commencing construction on the Project, Redeveloper shall provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements which may come in a form of a letter by Redeveloper's construction lender. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Public Improvements and the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Public Improvements and the Private Improvements. Such information shall be provided in a form reasonably satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan

commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan.

(b) Timely submittal of such financial information set forth above in a form reasonably satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Prior to commencing construction on the Project, Redeveloper shall provide satisfactory documentation to the CDA that Redeveloper has entered into a construction contract and is ready, willing, and able to timely commence construction of the Private Improvements. Timely submittal of such information set forth above in a form reasonably satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

(b) Redeveloper shall commence construction of the Project within thirty (30) days following the CDA's acceptance and approval of the required documentation set forth in Section 4.01(a) and 4.02(b), but Redeveloper shall have no right to commence construction prior to CDA's acceptance and approval. Redeveloper acknowledges that any delay in construction of the Private Improvements will result in less tax increment overall based on the delay in achieving projected final valuation.

(c) If Redeveloper does not commence construction of the Project (following the CDA required approval) prior to June 1, 2026, this Agreement shall terminate and be of no further force and effect, and neither party shall have any obligations hereunder.

(d) Redeveloper shall permit the representatives of the CDA to enter Project Site at any and all reasonable times, as the CDA may deem necessary for the purposes of this Redevelopment Agreement, including but not limited to work and inspection of all work being performed in connection with the construction of the Project. The CDA shall provide notice at least 24 hours prior to any requested access to the Project Site. The CDA's right of access granted under this Section shall terminate upon issuance by the CDA of the Redeveloper's Certificate of Completion.

(e) Redeveloper shall complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual

progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements.

(f) Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit "F" from Redeveloper's engineer or architect, or owner's representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(g) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). The CDA, the City, and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

(h) Pursuant to Neb. Rev. Stat. § 18-2151, Redeveloper shall furnish or cause to be furnished to the CDA, prior to commencement of construction of the Project, a penal bond in an amount equal in the amount of all work to be performed in the public right-of-way and/or on any public property with a corporate surety authorized to do business in the State of Nebraska. The form of the Penal Bond or such other acceptable alternative form of assurance that the Public Improvements shall be completed shall be approved by the CDA, which approval shall not be unreasonably withheld. Such penal bond shall stay in place until the CDA executes the Certificate of Completion for the Project and shall be conditioned upon Redeveloper or Redeveloper's contractor making payment of all amounts lawfully due to all persons supplying or furnishing Redeveloper, Redeveloper's contractor, or his or her subcontractors with labor or materials performed or used in the prosecution of the Public Improvements and Private Improvements. Proof of such penal bond or such other alternative form of assurance acceptable to the CDA shall be supplied to and approved by the CDA prior to the start of construction of the Project.

Section 4.03 Cost Certification.

(a) Redeveloper shall submit to the CDA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs.

Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress.

(b) All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

(c) No Tax Increment shall be paid to the Redeveloper prior to the CDA's acceptance of Redeveloper's cost certification.

(d) The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper shall create a taxable real property valuation of the Project and the Project Site of not less than the Minimum Project Valuation no later than January 1 after the Completion Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) and not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement, the Project Site is assessed at less than the Minimum Project Valuation: (1) if a lender or third party other than Redeveloper funds and holds the Notes, Redeveloper shall be solely responsible for all payments ("Deficiency Payments") due to such lender or third

party; and (2) in the event of a shortfall of Tax Increment available as debt service on the Notes, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall amounts to the extent Tax Increment later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Note at the end of the TIF Period for all reasons except for default of the CDA.

Section 4.06 Use Restrictions.

Redeveloper hereby represents and agrees that no portion of the Project Site shall be used, directly or indirectly, for the following uses:

- (1) any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises); except that up to 50% of the overall retail space contained in the New Building may be used for restaurants wherein the gross sales of alcoholic beverages exceed 50% of gross retail sales, provided such restaurants have a licensed kitchen and offer a full menu during the hours of 5:00 p.m. to 8:00 p.m. or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations (this restriction shall not include micro-breweries, craft distilleries, wine bars, pharmacies, or grocery stores);
- (2) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);
- (3) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;
- (4) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off-site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law

- (5) any business whose predominant operation is the retail sale of guns or other weapons; or
- (6) any business providing payday loans, liens, check cashing services, or other similar services except for banks, savings and loans, insurance companies, investment companies, stockbrokers, credit unions, and automated teller machines.

Section 4.07 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to: (1) the termination of the fifteen (15) year period commencing on the Effective Date, or (2) the payment of the TIF Indebtedness, whichever occurs first, without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises (whether incurred prior to or after the effective date of this Redevelopment Agreement) with the outstanding principal amount of all such indebtedness secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

**ARTICLE V
FINANCING PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip and otherwise operate the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any

such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **Default.**

In the event Redeveloper fails to perform or comply with any term, condition, or obligation of this Redevelopment Agreement and does not cure such defect within thirty (30) days after receiving written notice from the CDA specifying the nature of the breach of the Redevelopment Agreement, then Redeveloper shall be in default.

Section 6.02 **Remedies.**

In the event that Redeveloper is in default pursuant to Section 6.01, the CDA may pursue any remedy available at law or in equity, including without limitation, one or more of the following: (1) the CDA may terminate this Redevelopment Agreement and neither party shall have any further obligation hereunder; and/or (2) the CDA may terminate the Note and declare said Note void and thereafter shall not be obligated to remit any Tax Increment as debt service thereon.

Section 6.03 **Other Rights and Remedies; No Waiver by Delay.**

The CDA shall have the right to institute any such action or proceeding as it may deem desirable for effectuating the purposes of this Redevelopment Agreement. Any delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Redevelopment Agreement shall not operate as a waiver of such rights to deprive the CDA of or limit such rights in any way.

Section 6.04 **Rights and Remedies Cumulative.**

The rights and remedies of the CDA, whether provided by law or by this Redevelopment Agreement, shall be cumulative and the exercise by the CDA of any one or more such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for any other default or breach by the Redeveloper. A waiver of any right of the CDA conferred by this Redevelopment Agreement shall be effective only if such waiver is in writing and only to the extent as so specified in writing.

Section 6.05 **Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or

monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CDA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, that such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "D" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run

with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (i) the CDA and/or the City; and (ii) Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

For the purpose of any notice requirement set forth in this Redevelopment Agreement, Redeveloper's address shall be:

JEO Building Company
Attn: Kevin Anderson
1937 N. Chestnut Street
Wahoo, NE 68066
Email: kandersen@jeo.com

(Signature page follows)

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”
COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WAHOO,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

“REDEVELOPER”
JEO BUILDING COMPANY,
a Nebraska corporation

By: _____
Name: _____
Title: _____

EXHIBIT “A”
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, consisting of the real estate identified as PID 006089000 legally described as:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County, Nebraska

shall consist of the following:

- (a) **Private Improvements.** The redevelopment and renovation of an approximately 2,400 square foot building that was formerly used as a gas station/convenience store, and the conversion of said building into a professional services office building, and associated improvements on the Project Site.

- (b) **Public Improvements.** Site acquisition, demolition, site preparation, street access improvements, landscaping and façade enhancements, public parking, architectural fees, engineering fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$122,146
2. Projected Minimum Final Value: \$1,171,000
3. Projected Incremental Valuation: \$1,048,854
4. Assumed Tax Levy: 1.72
5. Anticipated Tax Increment: \$18,040
6. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be \$270,600.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be 0%.
 - c. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year of the Effective Date. The final payment on the TIF Indebtedness shall occur when real estate taxes are fully collected for the fifteenth (15th) year of the TIF Period. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA for the Project.
 - d. **Maturity Date.** On or before December 15, 2042.
 - e. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 2027 (2027 taxes paid in 2028) and terminating on December 31, 2041 (2041 taxes paid in 2042). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

**EXHIBIT “C”
PROJECTED TIF SOURCES AND USES**

TIF SOURCES

1. General Assumptions

Tax Levy	1.72
Interest Rate	0%
Number of Years	15

2. Property Valuation Assumptions

Base Value	\$122,146
Final Value	\$1,171,000

3. TIF Calculations

	Assessed Value	Est. Taxes
Base Value	\$122,146	\$2,101
Final Value	\$1,171,000	\$20,141
Increment	\$1,048,854	\$18,040
Annual TIF Amount	\$18,040	
Total TIF	\$270,600	
TIF Indebtedness	\$270,600	

TIF USES

Cost of Issuance	\$7,500
Administration Fee	\$2,000
Site Acquisition	\$150,000
Demolition	\$43,600
Site Prep	\$20,000
Parking/landscaping	\$106,500
Arch/Engineering	\$5,000
Total	\$334,600

Note: All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

EXHIBIT “D”

After recording please return to:
Melissa Harrell
City Administrator/Treasurer
605 North Broadway
Wahoo, NE 68066

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(JBC Office Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made effective as of the 9th day of December, 2025, by and between the Community Development Agency of the City of Wahoo, Nebraska (“CDA”) and JEO Building Company, a Nebraska corporation (“Redeveloper”).

1. **Redevelopment Agreement.** The CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by Redeveloper legally described as:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Wahoo, Nebraska.

“CDA”
COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF WAHOO, NEBRASKA

ATTEST:

By: _____ By: _____
Secretary Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this ___ day of December, 2024, by _____ and _____, Chairperson and Secretary respectively of the Community Development Agency of the City of Wahoo, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
JEO BUILDING COMPANY,
a Nebraska corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this ___ day of December, 2024, by _____, _____ of JEO Building Company, a Nebraska corporation, on behalf of the corporation.

Notary Public

**EXHIBIT “E”
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA

REDEVELOPMENT REVENUE NOTE
(JBC OFFICE REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2042	0%	

Registered Holder	Principal Amount
JEO Building Company	\$270,600.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2028, December 15, 2028, and each June 15 and December 15 thereafter through December 15, 2042, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency

of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated the Community Development Agency of the City of Wahoo, Nebraska Redevelopment Revenue Note (JBC Office Redevelopment Project), aggregating Two Hundred Seventy Thousand Six Hundred and No/100 Dollars (\$270,600.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and JEO Building Company, a Nebraska corporation, for the JBC Office Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA, OR THE CITY OF WAHOO, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA, OR THE CITY OF WAHOO, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Wahoo, Nebraska,

pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its chairperson and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAHOO, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Wahoo
as Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(JBC Office Redevelopment Project)

The undersigned certifies, represents and warrants to the City of Wahoo, Nebraska, and the Community Development Agency of the City of Wahoo, Nebraska ("CDA") with regard to the following real property situated in the City of Wahoo, Saunders County, Nebraska, to wit:

Lots 3 and 4, Block 88, County Addition to Wahoo, Saunders County, Nebraska

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated December 9, 2025.

"REDEVELOPER"

JEO Building Company,
a Nebraska corporation

By: _____
Name: _____
Title: _____

ACCEPTED by the Community Development Agency of the City of Wahoo, Nebraska this ____ day of _____, _____.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WAHOO,
NEBRASKA

ATTEST:

By: _____ By: _____
Secretary Chairperson

EXHIBIT "G"
FORM OF A CERTIFICATION OF ELIGIBLE PROJECT COSTS
(JBC Office Redevelopment Project)

Date: _____

JEO Building Company, a Nebraska corporation ("Redeveloper"), hereby certifies that it has incurred and paid the Eligible Costs indicated herein, pursuant to the terms of the Redevelopment Agreement between Redeveloper and the Community Development Agency of the City of Wahoo, Nebraska. The portion of the Project as indicted herein is substantially completed. Attached hereto are documents substantiating the actual Eligible Costs and payment by Redeveloper.

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

Cost of Issuance	\$ _____
Administration Fee	\$ _____
Site Acquisition	\$ _____
Site Preparation	\$ _____
Utilities	\$ _____
Street/Alley	\$ _____
Façade Enhancements	\$ _____
Architectural/Engineering Fees	\$ _____
<hr/> Total:	\$ _____ *

***Principal Amount of TIF Indebtedness shall not exceed \$270,600.**

JEO Building Company, a Nebraska
corporation

By: _____
Name: _____
Title: _____

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairperson of the CDA:

Chairperson

DEE ANNE NICE

Saunders County Clerk

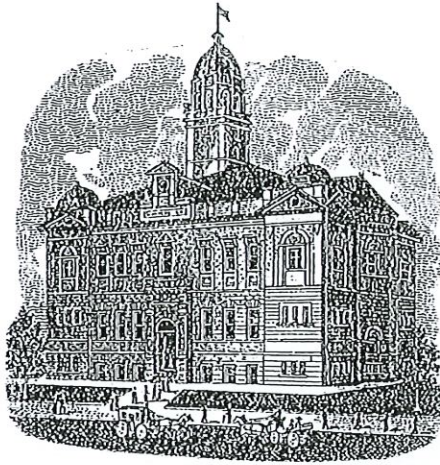
PO Box 61

Wahoo, NE 68066


Phone (402) 443-8101

Fax (402) 443-5709

countyclerk@saunderscounty.ne.gov



TO: City of Ashland, City of Wahoo, Wahoo Airport Authority, City of Yutan, Ashland-Greenwood Public Schools, Cedar Bluffs Public Schools, Mead Public Schools, Raymond Central Public Schools, Wahoo Public Schools and Yutan Public Schools

FROM: Dee Anne Nice, County Clerk 

RE: Certification of Officers to be Elected

DATE: November 7, 2025

As per Nebr. State Statute 32-404 the election commissioner or county clerk shall give notice to each political subdivision of the filing deadlines for the statewide **May 12, 2026 Primary Election**.

They are as follows:

FEBRUARY 17, 2026 5:00 P.M. – FOR INCUMBENTS

***Note:** An Incumbent is anyone holding **any** elected office.

MARCH 2, 2026 5:00 P.M. – FOR ALL OTHER CANDIDATES

Pursuant to Nebr. State Statute 32-404, 32-601, the Governing Board of each Political Subdivision which will hold an election in conjunction with a statewide primary election shall certify to the election commissioner or county clerk the name of the subdivision, the number of officers to be elected, the length of the terms of office, the vacancies to be filled by election and length of remaining term, and the number of votes to be cast by a registered voter for each office.

This certification must be completed in full for each officer to be elected – **please make additional photocopies of the enclosed Certification**. If you have any questions, please give me a call.

The Certifications are due in my office **no later than 5:00 P.M., January 5, 2026.**

ORDINANCE NO. 9999

An ordinance to amend Chapter 27 of Grand Island City Code; to add Article VI “Construction Alternatives” to include sections 27-64 thru 27-76; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Article VI Sections 27-64 thru 27-76 of the Grand Island City Code are hereby added to read as follows:

**CHAPTER 27 PROCUREMENT
ARTICLE VI CONSTRUCTION ALTERNATIVES**

27-64 Purpose

The purpose of this Article is to authorize the City of Grand Island to enter into a design-build contract which is subject to qualification-based selection or a construction management at risk contract for a City project if the City adheres to the procedures set forth in the Nebraska Political Subdivisions Construction Alternatives Act and this Article.

27-65 Definitions

For purposes of this Article:

Construction Management at Risk Contract. A contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the City, (b) acts as a construction consultant to the City during the design development phase of the project when the City’s architect or engineer designs the project, and (c) is the builder during the construction phase of the project.

Construction Manager. The legal entity which proposes to enter into a construction management at risk contract pursuant to this Article.

Design-build Contract. A contract which is subject to qualification-based selection between the City and a design-builder to furnish (a) architectural, engineering, and related design services for a project pursuant to this Article and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to this Article.

Design-builder. The legal entity which proposes to enter into a design-build contract which is subject to qualification-based selection pursuant to this Article.

Letter of Interest. A statement indicating interest to enter into a design-build contract or a construction management at risk contract for a project pursuant to this Article.

ORDINANCE NO. 9999 (Cont.)

Performance-criteria Developer. Any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act of the State of Nebraska who is selected by the City to assist the City in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of the construction under a design-build contract to determine adherence to the performance criteria, and any additional services requested by the City to represent its interest in relation to a project.

Project Performance Criteria. The performance requirements of the project suitable to allow the design-builder to make a proposal. Performance requirements include the following, if required by the project: Capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

Qualification-based Selection Process. A process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project.

Request for Letters of Interest. The documentation or publication by which the City solicits letters of interest.

Request for Proposals. The documentation by which the City solicits proposals.

27-66 Contracts authorized; City Council; resolution required

- A. Notwithstanding the procedures for public lettings in Neb. Rev. Stat. §§73-101 to 73-106 or any other statute or City Code relating to the letting of bids by the City, the City may solicit and execute a design-build contract or a construction management at risk contract.
- B. The City Council for the City shall adopt a resolution selecting the design-build contract or construction management at risk contract delivery system provided under this Article prior to proceeding with the provisions of this Article. The resolution shall require the affirmative vote of at least two-thirds of the City Council of the City. For a project authorized under subsection (B) of section 27-76, the resolution shall include a statement that the City has made a determination that the design-build contract or construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria:
 - 1. Savings in cost or time; or
 - 2. Requirement of specialized or complex construction methods suitable for the design-build contract or construction management at risk contract delivery system.

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27-67 Policies; requirements

All design-build contracts or construction management at risk contracts shall include the following:

- A. Procedures for selecting and hiring on its behalf a performance-criteria developer when soliciting and executing a design-build contract. The procedures shall be consistent with the Nebraska Consultants' Competitive Negotiation Act and shall provide that the performance-criteria developer:
 - 1. Is ineligible to be included as a provider of any services in a proposal for the project on which it has acted as a performance-criteria developer; and
 - 2. Is not employed by or does not have a financial or other interest in a design-builder or construction manager who will submit a proposal;
- B. Procedures for the preparation and content of requests for proposals;
- C. Procedures and standards to be used to prequalify design-builders and construction managers. The procedures and standards shall provide that the City will evaluate prospective design builders and construction managers based on the information submitted to the City in response to a request for letters of interest and will select design-builders or construction managers who are prequalified and consequently eligible to respond to the request for proposals;
- D. Procedures for preparing and submitting proposals;
- E. Procedures for evaluating proposals in accordance with sections 27-70, 27-72 and 27-73
- F. Procedures for negotiations between the City and the design-builders or construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated;
- G. Procedures for filing and acting on formal protest relating to the solicitation or execution of design-build contracts or construction management at risk contracts; and
- H. Procedures for the evaluation of construction under a design-build contract by the performance-criteria developer to determine adherence to the performance criteria.

27-68 Letters of interest; requirements

- A. The City shall prepare a request for letters of interest for design-build proposals and shall prequalify design-builders in accordance with this section. The request for letters of interest shall describe the project in sufficient detail to permit a design-builder to submit a letter of interest.
- B. The request for letters of interest shall be (a) published in a newspaper of general circulation within the City at least thirty (30) days prior to the deadline for receiving letters of interest and (b) sent by first-class mail to any design-builder upon request.
- C. Letters of interest shall be reviewed by the City in consultation with the performance-criteria developer. The City shall select prospective design-builders in accordance with the procedures and standards adopted by the City 27-67. The City shall select at least three (3) prospective design-builders, except that if only two (2) design-builders have submitted

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letters of interest, the City shall select at least two (2) prospective design-builders. The selected design-builders shall then be considered prequalified and eligible to receive requests for proposals. If only one letter of interest is received, the City shall re-issue the request for letters of interest.

27-69 Design-build contract; request for proposals; requirements

The City shall prepare a request for proposals for each design-build contract in accordance with this section. Notice of the request for proposals shall be published in a newspaper of general circulation within the City at least thirty (30) days prior to the deadline for receiving and opening proposals. The request for proposals shall contain, at a minimum, the following elements:

- A. The identity of the City for which the project will be built and execute the design-build contract;
- B. Policies adopted by the City in accordance with section 27-67;
- C. The proposed terms and conditions of the design-build contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the design-builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. A project statement which contains information about the scope and nature of the project;
- E. Project performance criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the City;
- H. The criteria for evaluation of proposals and the relative weight of each criterion;
- I. A requirement that the design-builder provide a written statement of the design-builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the design-builder agree to the following conditions:
 - a. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - b. At the time of the design-build offering, the design-builder will furnish to the governing body of the political subdivision a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - c. The architect or engineer engaged by the design-builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the design-builder prior to

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the completion of the project without the written consent of the governing body of the political subdivision;

- d. A design-builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (i) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (ii) submit proof of sufficient professional liability insurance; and
 - e. The rendering of architectural or engineering services by a licensed architect or engineer employed by the design-builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act; and
- K. Other information which the City chooses to require.

27-70 Design-build contract; evaluation of proposals; requirements; negotiations

- A. The City shall evaluate proposals for a design-build contract in accordance with this section.
- B. The request for proposals shall be sent only to the prequalified design-builders selected pursuant to 27-68.
- C. Design-builders shall submit proposals as required by the request for proposals. The City may only proceed to negotiate and enter into a design-build contract if there are at least two (2) proposals from prequalified design-builders.
- D. Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.
- E. Proposals may be withdrawn at any time prior to acceptance. The City shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Political Subdivisions Construction Alternatives Act and this Article. The City may thereafter solicit new proposals using the same or different project performance criteria.
- F. The City shall rank in order of preference the design-builders pursuant to the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to section 27-73.
- G. The City may attempt to negotiate a design-build contract with the highest ranked design-builder selected by the City and may enter into a design-build contract after negotiations. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor. If the City is unable to negotiate a satisfactory design-build contract with the highest ranked design-builder, the City may terminate negotiations with that design-builder. The City may then undertake negotiations with the second highest ranked design-builder and may enter into a design-build contract after negotiations. If the City is unable to negotiate a satisfactory contract with the second highest ranked design-builder, the City may undertake negotiations with the third highest ranked design-builder, if any and may enter into a design-build contract after negotiations.

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- H. If the City is unable to negotiate a satisfactory contract with any of the ranked design-builders, the City may either revise the request for proposals and solicit new proposals or cancel the design-build process under the Act and this Article.

27-71 Construction management at risk contract; request for proposals; requirements

The City shall prepare a request for proposals for each construction management at risk contract in accordance with this section. The notice for the request for proposals shall be published in a newspaper of general circulation in the City at least thirty (30) days prior to the deadline for receiving and opening proposals. The request for proposals shall contain, at a minimum, the following elements:

- A. The identity of the City for which the project will be built and that will execute the contract;
- B. Policies adopted by the City in accordance with section 27-67;
- C. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. Any bonds and insurance required by law or as may be additionally required by the City;
- E. General information about the project which will assist the City in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
- F. The criteria for evaluation of proposals and the relative weight of each criterion; and
- G. A description of any other information which the City chooses to require.

27-72 Construction management at risk contract; evaluation of proposals; requirements; negotiations

- A. The City shall evaluate proposals for a construction management at risk contract in accordance with this section.
- B. The City shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to section 27-73.
- C. The City shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor. If the political subdivision is unable to negotiate a satisfactory contract with the highest ranked construction manager, the City may terminate negotiations with the construction manager. The City may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the political subdivision is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the City may undertake negotiations with the third

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highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

- D. If the City is unable to negotiate a satisfactory contract with any of the ranked construction managers, the City may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the Political Subdivisions Construction Alternatives Act and this Article.

27-73 Contract proposals; evaluation; selection committee; duties

- A. In evaluating proposals in accordance with sections 27-70 and 27-72, the City shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five (5) persons designated by the City. Members of the selection committee shall include (a) members of the City Council, (b) members of the administration or staff of the City, (c) the performance-criteria developer when evaluating proposals from design-builders under section 27-70 or the City's architect or engineer when evaluating proposals from construction managers under section 27-72, (d) any person having special expertise relevant to selection of a design-builder or construction manager under the Political Subdivisions Construction Alternatives Act and this Article, and (e) a resident of the City other than an individual included in subdivisions (a) through (d) of his subsection. A member of the selection committee designated under subdivision (d) or (e) of this subsection shall not be employed by or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the City or the performance-criteria developer.
- B. The selection committee and the City shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (a) through (g) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
1. The financial resources of the design-builder or construction manager to complete the project, ten (10) percent;
 2. The ability of the proposed personnel of the design-builder or construction manager to perform, thirty (30) percent;
 3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder or construction manager, thirty (30) percent;
 4. The quality of performance on previous projects, thirty (30) percent;
 5. The ability of the design-builder or construction manager to perform within the time specified, thirty (30) percent;
 6. The previous and existing compliance of the design-builder or construction manager with law relating to the contract, ten (10) percent; and
 7. Such other information as may be secured having a bearing on the selection, twenty (20) percent.

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- C. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of Neb. Rev. Stat. §84-712.01.

27-74 Contracts; refinements; changes authorized

A design-build contract and a construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the political subdivision in agreement with the design-builder or construction manager to make changes in the project without invalidating the contract. Later refinements under this section shall not exceed the scope of the project statement contained in the request for proposals pursuant to section 27-69 or 27-71.

27-75 Act; bonding or insurance requirements

Nothing in the Political Subdivisions Construction Alternatives Act or this Article shall limit or reduce statutory or regulatory requirements regarding bonding or insurance.

27-76 Road, street, or highway construction projects excluded; water, wastewater, utility, or sewer construction projects permitted

- A. The City shall not use a design-build contract or construction management at risk contract under the Political Subdivisions Construction Alternatives Act or this Article for a project, in whole or in part, for road, street, or highway construction.
- B. The City may use a design-build contract or construction management at risk contract under the Political Subdivisions Construction Alternatives Act or this Article for a project, in whole or in part, for water, wastewater, utility, or sewer construction.
- C. Any City project using Federal funding shall not use a design-build contract or a construction management at risk contract in whole or in part.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: November 5, 2024.

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Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

Exhibit "A"
To Resolution No. _____

Vehicles/Equipment to be declared as surplus:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Estimated Value</u>
		Star Trac Abductor/Adductor Machine		\$100
		Matrix Treadmill		\$100
		Miracle Playground Equipment (Placek Park)		\$5,000